

After Recording Return to:
Paul Rebich
15421 Boyer Lane
Frenchtown, MT 59834

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR WEST VIEW SUBDIVISION AND
WEST VIEW 2 SUBDIVISION

This Amended Declaration of Covenants, Conditions and Restrictions ("Declaration") is made this 20th day of September, 2011, by the Canyon Land Company LLC, 1120 Eliason Lane, Dillon, Montana 59725, as "Declarant," and Tightline Properties LLC, 950 Fiber Glass Road, Nashville TN 37243, and John D. Heckman and Donna I. Heckman, 1152 South Chokecherry Circle, Grantsville UT 84029 as Owners of certain lots within the Real Property, and provides as follows:

RECITALS

1. Declarant is the Owner of certain real property located in Beaverhead County, Montana, known as Lots 3 and 4 of the West View Subdivision and Lots 1C and 6-10 of the West View 2 Subdivision Amending Amended Lot 1 of West View Subdivision, according to the official plats thereof, recorded in the records of Beaverhead County, Montana and located in the SE ¼ of Section 10, T.8S, R.9W, Principal Meridian, Montana.
2. Tightline Properties LLC is the Owner of Lot 2 and John and Donna Heckman are the owners of Lot 5, both of the West View Subdivision, according to the official plat thereof, recorded in the records of Beaverhead County, Montana and located in the SE ¼ of Section 10, T.8S, R.9W, Principal Meridian, Montana.
3. Collectively, the parties to this Declaration are the owners of all the Lots within the West View Subdivision and the West View 2 Subdivision Amending Amended Lot 1 of West View Subdivision, according to the official plats thereof, recorded in the records of Beaverhead County, Montana (the "Real Property").
4. Canyon Land Company LLC previously recorded a Declaration of Covenants, Conditions and Restrictions for West View Subdivision in Book 364, Page 42, records of Beaverhead County, as document No. 273020 (the "Original Covenants").
5. Declarant, Tightline Properties LLC, John Heckman and Donna Heckman desire to replace the Original Covenants in full and to cause all the Real Property to be subject to

this uniform set of covenants known as the Amended Declaration of Covenants, Conditions and Restrictions for West View Subdivision and West View 2 Subdivision for the use and benefit of the property and its future Owners.

DECLARATION

NOW THEREFORE, Declarant and all owners declare that all the Real Property shall be held, sold, and conveyed subject to the following restrictions, covenants, conditions, and easements, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Real Property as a desirable residential development. These restrictions, covenants, conditions and easements shall run with the real property and shall be binding upon all parties having or acquiring any right, title or interest in the described property, or any part thereof, and shall inure to the benefit of and be binding upon each successor in interest to the Owner thereof.

1. Definitions. For the purposes of this Declaration the following definitions shall apply.
 - a. Association. "Association" shall mean the West View Homeowners' Association, Inc., its successors or assigns.
 - b. Board of Directors. "Board of Directors" shall mean the Board of Directors of the Association, duly elected pursuant to the Bylaws of the Association or appointed by Declarant.
 - c. Bylaws. "Bylaws" shall mean the Bylaws adopted by the Association as amended from time to time.
 - d. Declaration. "Declaration" shall mean this "Amended Declaration of Covenants, Conditions and Restrictions for West View Subdivision and West View 2 Subdivision" as may be amended from time to time.
 - e. Owner and Member. "Owner" and "Member" shall mean the record Owner of a fee, or undivided fee, whether one or more persons or entities, of any Lot, including buyers under a contract for deed, but excluding any person or entity who has sold or is selling any Lot under a contract for deed and those having such interest merely as security for the performance of an obligation.
 - f. Architectural Committee. "Architectural Committee" shall mean the committee created pursuant to these Declarations and charged with architectural approval and control of the improvements within the Real Property.
 - g. Building. "Building" shall mean, refer to and include any structures built upon, or placed upon, the Real Property as residences or for other purposes.

- h. Lot. "Lot" shall mean all of the Lots shown on Real Property, according to the official plats thereof on file and of record at the records of Beaverhead County as may be amended from time to time.

- 2. Homeowners' Association. Until such time as Lots are sold by the Declarant, Declarant shall act as the Association. At such time as Lots are sold, Declarant, together with other Owners, shall act as the Association. It is Declarant's intention that within six (6) months after Declarant sells its last Lot, the responsibility for maintaining, administering and enforcing the covenants, easements, conditions and restrictions set forth herein shall be assumed by the West View Homeowners' Association, Inc., or its successor entity, if any.

- 3. Membership & Voting Rights.
 - a. Membership. Every person or entity who is an Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of the Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. Acceptance of a deed, notice of purchasers' interest or documentation evidencing an ownership interest in a Lot shall be deemed to be consent to membership in the Association. The recording of a deed or other document evidencing an ownership interest shall be prima facie evidence of acceptance of that document by the receiver of the interest transferred.

 - b. Voting Rights. The Association shall have one class of voting membership. When more than one person or entity owns an interest in any Lot which qualifies for membership, the vote for such Lot shall be exercised as such persons or entities determine, but in no event may more than one vote per Lot be cast, except as stated below. Members shall be entitled to one vote for each Lot owned.

 - c. Declarant Voting. For so long as the Declarant owns one or more Lots, the Declarant shall be entitled to three (3) votes for each Lot it owns. The Declarant's entitlement to votes shall apply to all Lots either owned or under contract for sale.

- 4. Responsibility and Authority of Association.
 - a. Authority. The Association may provide such services for all or a portion of the property within its jurisdiction or with which it may contract and level assessments on such portion of its Members or others as derive benefits from services concerned. Further, the Association may retain the services of a professional manager or management company to carry out its duties under the terms of this Declaration.

 - b. Access Maintenance. The Association shall be responsible for maintaining West View Road and all accesses to Eliason Lane together with their storm drainage structures. Each individual lot owner shall be responsible for maintaining their respective driveways and storm drainage structures on driveway connections.

5. Assessments.

- a. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of the Association discharging its responsibilities, as described herein, and for the administration and enforcement of this Declaration and any Bylaws of the Association.
- b. Uniform Rate of Assessment. The Lots shall be subject to assessments. Both regular and special assessments must be fixed at a uniform rate for all Lots, unless circumstances warrant a variable schedule of assessments, and may be collected on a monthly, quarterly or annually at the discretion of the Board of Directors. However, a bare Lot shall be assessed at a rate 25% of that assessed a developed Lot.
- c. Types of Assessments. The assessments levied by the Board of Directors of the Association shall be utilized to provide funds consistent with the purposes of the Association. The assessments may include, but shall not be limited to, the following:
 - i. Regular Assessment: A regular assessment for administration of the Association, including, but not limited to any moneys needed for the maintenance of any drainage structures, access improvements, West View Road, fire tank maintenance and other normal expenses and to provide funds for such other purposes as the Board of Directors may find necessary and consistent with the purposes of the Association.
 - ii. Emergency Assessments: The Board of Directors is authorized to levy in any assessment year an emergency assessment, which shall not exceed four (4) times the amount of the regular assessment for that year. Additional emergency assessments require the approval of a simple majority of the votes of the Members who are voting in person or by proxy at a meeting duly called to consider such additional emergency assessment. Emergency assessments shall be levied only to meet costs and expenses precipitated by an emergency causing damage or a change of condition that must be remedied promptly to insure a safe and adequate continuation of facilities or services.
 - iii. Legal Reserve and Compliance Assessments: In addition to the assessments herein provided, the Board of Directors may levy an assessment for the purpose of establishing a legal reserve fund for legal fees and costs to enforce this Declaration. Nothing herein shall be interpreted to preclude the Board of Directors from utilizing other funds for compliance purposes.
- d. Payment of Assessments. The assessments provided for herein shall be computed on a yearly basis, commencing on the 1st day of January of each year and

terminating on the 31st day of December of the same year. The assessments for any year shall become due and payable monthly, quarterly, annually and/or in advance, at the discretion of the Board of Directors. The Board of Directors shall fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of the due date specified herein and shall at that time, prepare a roster of the Lots and assessments applicable to each, which shall be kept by the Association Secretary and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

- e. Effect of Nonpayment of Assessment. If the assessments are not paid by midnight on the date when due, then such assessment shall become delinquent and shall, together with any interest thereon, become a continuing lien upon the Lot, against which the non paid assessment was levied, which lien shall run with the land. Such lien shall have a priority from the date the Association records proper notice of lien on the records of Beaverhead County, Montana. If the assessment remains unpaid for thirty (30) days after such due date, the assessment shall bear interest from the due date at the maximum annual percentage rate permitted by law. The obligation of the then Owner to pay any assessment or interest shall not be affected by any conveyance or transfer of title to said Lot. The Association may bring an action at law against the Owner obligated to pay the same and/or Lot, and there shall be added to the amount of such assessment their costs of collecting the same for foreclosing the lien thereof, including reasonable attorneys' fees.
6. General Restrictions and Covenants. These restrictions and covenants are made for the purposes of creating and keeping the premises, insofar as is possible, desirable, attractive, beneficial and suitable in architectural design, materials and appearance; and guarding against an unnecessary interference with the natural beauty of the property; all for the mutual benefit and protection of the Owners of Lots within the Real Property.
 - a. Architectural Guidelines. Declarant or the Architectural Committee may choose to establish architectural guidelines, so as to establish further restrictions and limitations upon the use of the Real Property, upon the nature, location, design and size of structures. In the event such architectural guidelines are established, the terms and provisions thereof may be enforced as any term or provision of this Declaration. However, in the event of any conflict between an express term in this Declaration and such guidelines, this Declaration shall control.
 - b. Residential Structures. Except with respect to Lot 2 of the West View Subdivison, each lot may have one single-family dwelling which shall not exceed two stories in height and may include a basement. All structures shall be constructed of new materials. However, suitable used materials or recycled materials, such as used brick or beams, may be utilized for aesthetic purposes and/or sustainable building practices upon prior approval by the Architectural Committee before use of such used or recycled materials. No old structures

whether intended for use in whole or in part as the primary building or as a garage or other structure shall be moved upon any Lot. Lot 2 may have one structure in place of a residential dwelling (in addition to auxiliary structures as provided in this section) which may serve as a fishing/hunting lodge or retreat center. Such a structure shall be designed to appear as a residential structure and may include up to 7 rooms for lease/rental.

- c. Manufactured Homes. No trailers, mobile homes (whether double or single wide), modular homes or other structures constructed primarily away from the Real Property on which they would be situated, shall be permitted.
- d. Residential Structure Size. The ground floor area of any main structure located on a Lot, exclusive of open porches and garages, shall be not less than 1800 square feet, unless the structure contains a basement or 2nd floor, in which case the main floor shall be not less than 1400 square feet exclusive of open porches and garages. In no instance shall the total square footage of any main structure be less than 1800 square feet.
- e. Residential Use. All lots except Lot 2 of the West View Subdivision shall be known and described as residential Lots and no business, trade, or commercial activity of any kind or description shall be conducted thereon. This restriction shall not be deemed to prohibit the rental of a Single Family Dwelling for residential purposes or to prohibit home occupations which are incidental to the residential use of the structure. Lot 2 may be used as a hunting/fishing lodge or retreat center which may include the sale of fishing/hunting licenses and supplies, but only if such sales are to patrons of the lodge and not to the general public.
- f. Maintenance of Original Design. No single family dwelling or garage shall be renovated or remodeled so as to change the external appearance of such structure without the consent and approval of the Architectural Committee. Such restriction shall include, but is not limited to, a prohibition against enclosing or removing the front porches on the single family dwellings. Any outbuildings placed on a Lot shall also comply with the common architectural theme as the single family dwelling located on the same Lot, including consistency with siding and roofing materials and color themes. Prior to undertaking any renovation, remodeling or adding an outbuilding to a Single Family Lot, each Owner shall present the plans and first obtain the consent and approval of the Architectural Committee for such renovation, remodel or addition as provided in this Declaration.
- g. Re-Subdivision. No Lot may be further subdivided.
- h. Signs. No advertising signs, billboards or unsightly objects shall be erected, placed or permitted on any Lot. However, exceptions are permitted as follows:
 - i. For one small (less than six square feet) "For Rent" sign or "For Sale" upon each Lot;

- ii. The Declarant shall be permitted to place signs within the Real Property to promote the development of the Real Property; and
 - iii. For signs pertaining to any political campaign or ballot issue, but only for a period of thirty days prior to the election to which the sign pertains and must be taken down immediately following the election to which the sign pertains.
 - iv. Lot 2 shall be allowed 2 signs for the purpose of advertizing. The original location, size and design of these signs shall be subject to approval by the Declarant. The future maintenance and alteration of these signs shall be subject to the Architectural Committee.
- i. Auxiliary Structures. In addition to the dwelling, each lot may include up to two auxiliary structures such as a detached garage, or shop building. Side exterior walls for these structures may not exceed 12 feet in height. Overall height may not exceed 30 feet. Other small, auxiliary buildings, such as small sheds for tools or lawn and garden equipment may be used with the approval of the Architectural Committee. All auxiliary buildings shall conform to the architectural style of the dwelling (i.e. same siding and color scheme) and must be approved by the Architectural Committee.
- j. Carports. No carports are permitted on any Lot.
- k. Boundary Control Monuments. It shall be the responsibility of the Owner of each Lot to provide for immediate professional replacement of any survey monuments that are removed or become lost or obliterated from his Lot.
- l. Noxious or Offensive Activity and Materials. No noxious or offensive activity shall be carried on upon the Real Property, nor shall anything be done thereon which constitutes an annoyance or nuisance to the neighborhood.
- m. Trash and Garbage. No Real Property shall be used or maintained as a dumping ground, nor shall any rubbish, trash, garbage or other waste be allowed to accumulate except in sanitary containers which shall be emptied on at least a weekly basis by a local garbage collection firm or the Lot owner at the Beaverhead County Landfill. All garbage shall be stored in containers of metal, plastic, or other suitable material which has sufficiently tight fitting covers to prevent the escape of noxious odors and to prevent entrance by pets. Trash receptacles shall be secured so as to prevent spillage due to winds or animals.
- n. Seeding and Planting. Within nine (9) months of the completion or occupancy of the primary structure erected on any Lot, whichever occurs first, the Owner of such Lot shall seed, plant and landscape the any disturbed areas.

- o. Exterior Maintenance. Each Owner shall provide exterior Lot and structure maintenance. Maintenance shall include painting and repairing the structures and caring for the Lot and landscaping to preclude noxious weeds, erosion and dust.
- p. Lighting. All high-output exterior lighting, including, but not limited to , mercury vapor and halide lights, shall be shielded to direct light downward and to eliminate glare onto adjacent properties and roadways.
- q. Fences. No fence or comparable structure shall be constructed or placed on any Lot until after the height, color, type, design and location thereof shall have been approved by the Architectural Committee. No fence shall be placed outside of a property line. Fences are structures and are specifically included under the provisions of this Declaration addressing exterior maintenance. The height of such fences shall be no greater than five feet.
- r. Grade. All buildings shall be situated such that the finished grade has positive drainage away from the building. The Architectural Control Committee may act in an advisory capacity for such matters.
- s. Animals. Only domestic pets such as dogs and cats shall be permitted on the Lots except as follows: Lots 2-6 may have livestock and large animals associated with a 4H project, so long as the keeping of such animals is of a temporary nature associated with such projects. Up to 5 head of livestock may be kept on Lot 1C at any time and for any duration. (Also see section (t) below) All livestock and large animals are prohibited on Lots 7-10. All animals shall be kept within the Owner's Lot unless leashed or otherwise under the immediate control of the Owner. No cats, dogs, or any other animals shall be permitted or allowed to run at large beyond the boundaries of each owner's Lot. No commercial breeding operation may be maintained on any Lot. Dogs should be kept in an enclosed structure when not under the direct supervision of its owner.
- t. Grazing & Confinement of Large Animals. Any lot keeping large animal must adhere to the grazing schedule attached as Exhibit "A". New owners should also familiarize themselves with the USDA-Natural Resources Conservation Service brochure "SMALL ACREAGE GRAZING IMPACTS TO OUR NATURAL RESOURCES".
- u. Utility Connection Costs. The Owner of each Lot shall pay all utilities and utility connection costs, including those for Electricity and Telephone utilized on each Lot.
- v. Temporary Dwellings. No structure of a temporary character shall be constructed, placed or used on any Lot at any time as a residence or otherwise, nor shall any building be occupied for residential purposes until it is completely finished in accordance with the plans approved by the Architectural Control Committee.

Campers, trailers, mobile homes or recreational vehicles shall not be used as either permanent or temporary dwellings.

- w. Ingress and Egress. Declarant retains rights of ingress and egress to, upon, and from the Real Property for purposes of locating, installing, erecting, constructing, maintaining, expanding or using roads, electric lines, telephone lines, gas lines and other utilities.
- x. Weed Control. The Owner of each Lot shall maintain his Lot in conformity with the Beaverhead County Weed District Plan for the West View Subdivision and the West View 2 Subdivision. The Owner of each Lot shall be responsible for the control of noxious weeds and vegetation on the entirety of such Owner's Lot. In the event an Owner fails to provide such control, the Homeowners' Association may enter the Lot and provide such control at the expense of the Owner of the Lot concerned.
- y. Utilities, Wiring and Antennas. All utility service lines shall be located underground. No satellite dishes larger than one meter in diameter shall be placed or permitted to remain on any Lot. All exterior antennas and Satellite dishes shall be located so as to be as inconspicuous as possible.
- z. Radon Mitigation. All residences should consider incorporating passive radon mitigation systems into their design.
- aa. Address Signs. All residences within this subdivision shall post address signs visible from Eliason Lane or West View Road. All signs must be approved by the Architectural Committee and of a size and design as meets the requirements of the Beaverhead County Road Department.
- bb. RSID/SID Waiver. Acceptance of a deed for a Lot within the West View Subdivision and the West View 2 Subdivision constitutes assent of the Lot Owner to waive the right to protest any future RSID/SID for the purpose of paving, upgrading or maintaining Eliason Lane to the extent such actions benefit the lot owners of the West View Subdivision and the West View 2 Subdivision. This waiver shall run with the land and shall be binding upon the transferees, successors and assigns of owners of land within the Real Property.
- cc. Right to Farm. This Subdivision is located near existing agricultural activities. Lot owners acknowledge that normal agricultural activities may produce dust, odors or other activities which some person may find objectionable.
- dd. Mining. No mining or mineral removal activity, including the removal of gravel or sand except for as necessary for the construction of a permitted structure and/or landscaping purposes shall be permitted on any Lot or roadway within the Real Property.

8. Architectural Control Committee.

- a. Appointment of Architectural Committee. An Architectural Committee, consisting of three members, shall be appointed in order to carry out the duties as set out in this Declaration. The Architectural Committee shall be appointed by the Declarant, until such time as Declarant no longer holds an ownership interest in any Lot. Thereafter, the Board of Directors of the Association will appoint three persons to serve on the Architectural Committee, which shall consist of two Directors and any additional Members. No person shall be a member of the Architectural Committee who is not actively engaged and/or experienced in land development, land planning, architecture, engineering or such other fields that would lend background experience to such person to responsibly and reasonably judge the intent of these restrictions and the conformity of the submitted plans and specifications to the development of the properties and these covenants.
- b. Architectural Committee Approval of Construction Plans. No site work or preparation shall be commenced, no building or other structure shall be started, constructed, installed, erected or maintained on any Lot, nor shall any addition, renovation or remodeling thereto or change or alteration therein, be made until the complete plans and specifications for the same has been submitted to and approved in writing by the Architectural Committee. Said plans and specifications shall include but not be limited to the following; site plan, the designs, dimensions, location and principal materials, colors and color schemes to be used, as well as a full description of all fences, lighting, off-street parking, and landscaping planned in connection with the construction. Prior to commencement of any construction or approval of plans for construction, the Architectural Committee shall require the submission of the following detailed preliminary information:
- (i) Location of all proposed and/or present structures
 - (ii) Location of all access points, roads or driveways
 - (iii) Proposed materials to be used in construction
 - (iv) Proposed fences, location and materials
 - (v) Landscaping
 - (vi) Site grading plan
 - (vii) Contour plot plan of the area to be developed
 - (viii) Location of all utilities and services
 - (ix) Building footprint
 - (x) Building plans
 - (xi) Detailed exterior elevations and exterior openings of Buildings
 - (xii) Exterior finishes, materials and colors
 - (xiii) Square footage

Approval or disapproval by the Architectural Committee shall be in writing. In the event the Architectural Committee fails to act on a request for an approval

within thirty (30) days of the submission of all required materials and payment of fees, no specific approval shall be required and the provisions requiring Architectural Committee approval shall be deemed met.

- c. Limitation of Liability. Review and approval of any application pursuant to this Section is made on the basis of aesthetic considerations and compliance with these restrictions and covenants only and the Architectural Committee shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Board, any committee, or member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Unit.
9. Duration. The covenants, conditions, charges and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, or assigns in perpetuity.
10. Enforcement. The Association, any Owner or the Declarant shall have the option and right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration. The method of enforcement may include legal action seeking an injunction to prohibit any violation, to recover damages, or both. Failure by the Association, any Owner, or by the Declarant, to enforce any such provisions shall in no event be deemed a waiver of the right to do so thereafter.
11. Attorney's Fees. Should any lawsuit or other legal proceeding be instituted against an Owner, who is alleged to have violated one or more of the provisions of this Declaration, the prevailing party in such proceeding shall be entitled to reimbursement for the costs of such proceeding, including reasonable attorney's fees.
12. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.
13. Amendment. The Declarant reserves the sole right to amend, modify, make additions to or deletions from this Declaration that it alone deems appropriate, for so long as Declarant owns one or more of the Lots subject to this Declaration. After that time the right to amend shall pass to the Owners, who upon the written consent of 66% of the Owners may amend, modify, make additions to or deletions from this Declaration. No such modification or amendment shall be effective until a written instrument evidencing such modification or amendment, together with the necessary consents are executed and recorded upon the records of the Beaverhead County Clerk and Recorder. No part of this Declaration, or covenant contained herein, relating to maintenance of the shared driveways or their drainage structures may be changed without prior written consent of the appropriate Governing Body.

14. Liability of Declarant. The Declarant shall have no liability for any of its actions or failures to act, or for any action or failure to act of any Owner of any Lot.

Owner of Lots 3 and 4, West View Subdivision and
Lots 1C and 6-10 of the West View 2 Subdivision, Amending Lot 1 of West View Subdivision.
CANYON LAND COMPANY, LLC
a Montana limited liability company.

By: Paul Rebich
Paul Rebich, member/manager

STATE OF MONTANA)
 : ss
County of Missoula)

This instrument was acknowledged before me on this 20th day of September, 2011,
by Paul Rebich, known to me to be the member/manager of Canyon Land Company, LLC, a
Montana limited liability company.

Matthew Ellis
Printed Name of Notary Matthew Ellis
Notary Public for the State of Montana
Residing at Missoula
My Commission Expires October 21, 2014

